

Alternatives to Detention Support Subgrant Application

Title II Formula Grant

South Dakota Department of Corrections

APPLICATION DUE: June 6, 2023

Applicants with original signatures must be **submitted and received** by the Department of Corrections by the close of business on **June 6, 2023**. Faxed and emailed applications will not be accepted. Submit complete applications to:

*John Stewart
Department of Corrections
3200 East Highway 34
Pierre, SD 57501-5070*

Funding under this application is non-competitive and not guaranteed to each applicant. The application narrative and budget must be approved by both the SD Department of Corrections and the Council of Juvenile Services. If approved, the application content will be presented to the Office of Juvenile Justice and Delinquency Prevention for their approval of any addition of program purpose areas that may be needed to support the approved plan.

SECTION 1. APPLICANT INFORMATION

Applicant: Teen Court dba Northern Hills Diversion		
Address: 68 Sherman Street, Suite 213		
City/State/Zip: Deadwood, SD 57732	Phone: 605-722-8889	Fax: none
Email: Alexandra.Lux@lmteencourt.com	Federal Employer or Payee Identification Number (FEIN): 46-0439254	
Project Director Name: Alexandra Lux		Title: Executive Director
Agency: Northern Hills Diversion	Address: 68 Sherman Street, Suite 213	
City/State/Zip: Deadwood, SD 57732	Phone: 605-722-8889	Fax: none
Email: Alexandra.Lux@lmteencourt.com		
Please indicate the name of the service(s) implemented: Diversion Case Management and Alternatives to Detention		
Project Title:	Northern Hills Diversion	
Requested Project Period:	July 1, 2023 – June 30, 2024	

SECTION 2. PROJECT BUDGET

The Council of Juvenile Services will award or not award funding based the extent to which program design addresses a recognized need and whether the proposal is financially responsible and efficient. Funds will be paid through a reimbursement process for items specifically outlined and approved in the application.

Applicants may apply for up to \$70,000.

Non-supplanting Requirements: Funds or other resources of the applicant normally devoted to programs and activities designed to meet the needs of criminal justice will not be diminished in any way as a result of a grant award of federal funds. The project for which assistance is being requested will be in addition to, and not a substitute for, criminal justice services previously provided without federal assistance.

A. Personnel	TOTAL
Executive Director (50%)	\$31,614.00
JDAI/Diversion Program Coordinator (100%)	\$56,514.00
Employee Fringe Benefits	\$12,045.00
TOTAL	\$100,173.00
B. Contracted Services	TOTAL
TOTAL	\$
C. Travel and Per Diem	TOTAL
Travel and Per Diem	\$4,312.95
TOTAL	\$4,312.95
D. Equipment	TOTAL
Desk and Chair	\$800.00
Equipment	\$2,016.00
TOTAL	\$2,816.00
E. Operating Expenses	TOTAL
Office Rent	\$4,032.00
Office/Class Supplies	\$1,672.00
Indirect Costs	\$6,994.05
TOTAL	\$12,698.05
Total Project Budget -- Combined totals for all columns	\$120,000.00

NOTE: If there is a change in the above budget, programs will need to request an amendment to their budget. All amendments must be requested in writing prior to the expenditure of funds.

SECTION 3. BUDGET NARRATIVE

In the space provided, explain the relationship between budgeted items listed in Section 2 and project activities. Include information (data and criteria) as to how you arrived at budget estimates. Discuss all items by category and in full.

Personnel Narrative - Explain how the compensation and expenses were calculated, duties of the position, and any other information about personnel of the project. If proposed funding covers more than one position, you must identify the duties and estimated percent of time for duties that directly relate to the successful implementation of the program(s).

Position #1: Executive Director

Justification for the position :	The executive director is responsible for grant implementation and management for diversion/JDAI services in Lawrence, Meade, and Butte counties. They are responsible for data tracking and analysis as well as organization of community stakeholders. They also complete community outreach and education to improve community understanding of services/need.
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If the position is **existing staff**, explain how duties associated with this award are **outside the current scope** of their position and provide a **plan** explaining how all duties associated with the position will continue to be provided and funded during this award:

These duties are in addition to the executive director's current work duties as the executive director of the teen court program. The addition of JDAI/Diversion accounting and management are separate from the necessary functions of the teen court program and funding will be pursued through research and application to local, state, and federal grant programs. The grant will fund 50% of this position with teen court funding the other 50%.

Personnel Responsibilities & Duties <i>(must directly relate to the implementation of the program)</i>	Estimated % Time
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1. Grant implementation and management	20
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2. Referrals, data tracking, and analysis	20
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3. Community outreach	10
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4.	
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Wage/Salary:	Annual salary of \$29,367.00. With the addition of \$2,247.00 in federal withholding calculated for a total cost of \$31,614.00.
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Benefits:	\$300.00/month for healthcare benefits for a total benefit of \$3,600.00 per year. \$1,614.75/year for retirement contribution.
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Position #2: JDAI/Diversion Program Coordinator

Justification for the position :	This position will include case management, program coordination, and community education regarding services provided. This position will provide services in Lawrence, Meade, and Butte Counties. The grant will fund 100% of this position.
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If the position is **existing staff**, explain how duties associated with this award are **outside the current scope** of their position and provide a **plan** explaining how all duties associated with the position will continue to be provided and funded during this award:

Personnel Responsibilities & Duties <i>(must directly relate to the implementation of the program)</i>	Estimated % Time
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1. Case management	60
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2. Referrals	25
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3. Community outreach	15
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4.	
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Wage/Salary:	Annual salary of \$52,498.00 per year. With the addition of \$4,016.00 in federal withholding calculated for a total cost of \$56,514.00
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Benefits:	\$300.00/month for healthcare benefits for a total benefit of \$3,600.00 per year. \$3,230.00 year for retirement contribution.
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Please attach additional sheets for more than 2 positions
SECTION 3. BUDGET NARRATIVE CONTINUED

Contracted Services Narrative - Explain the consultant fees, consultant expenses, contracted services, the cost per service/per youth being served, how the cost for services was calculated, and the process that would be or has been conducted to select the consultant. **Contracted services fees cannot exceed \$650 per day.**

Consultant #1:

Consultant
Fees:

Contracted
Service:

Selection
Process:

Consultant #2:

Consultant
Fees:

Contracted
Service:

Selection
Process:

Travel and Per Diem Narrative - Explain the calculation of travel costs for travel **outside the home jurisdiction**, (travel must be calculated at current state rates (\$0.42 per mile and \$32 per diem)), how the expenses are directly related to the implementation of the project, and if out-of-state travel is anticipated, give particulars (i.e., location, state, dates, purpose, cost).

Purpose of Travel: JDAI state meetings
National Conference

$1200 \times \$0.42 = \252.00

$4 \times \$32.00 = \128.00

$\$2,840.95$ - out of state travel for national conference (date and location TBD). Covers cost of travel and registration fees.

Purpose of Travel: Program Administration (meeting with clients in home county)

$2600 \times \$0.42 = \$1,092.00$

Equipment and Operating Expenses Narrative - Explain the supplies and equipment costs directly related to the implementation of the program or project. You must be specific regarding the items in which you intend to use federal funding. For example, a budget item of "office expenses" will not be accepted as these items must be detailed. You need to identify what you anticipate for office expenses and list each item and the estimated costs. Items not specifically outlined will not be eligible for reimbursement.

Equipment - List nonexpendable items that are to be purchased and show how you calculated these costs. Nonexpendable equipment is tangible property having a useful life of more than 2 years.

Desk- \$700.00,

Desk chair- \$100.00

Laptop Computer- \$1,500.00 calculated based on previous estimate from IT company providing organization assistance.

Cell Phone- \$516.00 calculated based on \$43.00/month to be used for the purpose of business communications.

Operating Expenses - List items by type (office supplies, postage, training materials, copying paper, and expendable equipment) and show how you calculated these costs. Generally, supplies include any materials that are expendable or consumed during the course of the project.

Rent- \$4032.00/year based on rental lease agreement for \$336.00/month.

Office/Class supplies- \$1,672.00 includes such items as printer paper, postage, writing utensils for the use in program administration and class implementation.

Indirect Costs- \$6,994.05 to include costs such as Workman's Comp/Liability Insurance, maintenance, repairs and other miscellaneous expenses.

SECTION 4. APPLICATION NARRATIVE

Technical Requirements

Applications will be reviewed initially for compliance with technical requirements. Noncompliance with these requirements may result in the application being deemed non-responsive, and therefore, not acceptable to award.

1. The Alternatives to Detention Support Application is limited to thirty (30) standard 8.5 x 11 pages with one inch margins, excluding attachments.
2. Applications must be typewritten in 12-point Times New Roman font and must be double-spaced.
3. Applications must be bound using a binder clip. Do not staple or submit applications in three-ring binders.
4. Applications must be single sided, not duplexed.
5. Pages must be numbered sequentially.
6. The application must contain original signatures.

Please provide a description, in the order listed below, of each component requested. Clearly present each topic, separated by subject headings. The narrative includes the following sections:

- A Project Abstract and Demonstration of Need;
- B Community Readiness;
- C Alignment with South Dakota JDAI Implementation;
- D Strategy for Implementation;
- E Project Performance Measures and Evaluation;
- F Description of Project Geographic Boundaries; and
- G Target Population.

A. PROJECT ABSTRACT AND DEMONSTRATION OF NEED

The Lawrence County Teen Court program has been in operation since 1995 as a 501(c)3 non-profit organization. This program provides unique programming to our youth that no other program does. Teen Court's mission is "to provide youth the opportunity to take responsibility for their actions through cooperation with their peers and their community" (Lawrence County Teen Court, 2023). We strive to hold youth accountable for their actions but allow them to "repair the harm" that their choices have caused others through a combination of education and community service. Teen Court is a juvenile diversion program offered in Lawrence and, beginning in January 2023, Meade

Counties to first and second time offenders of misdemeanor offenses. This is a voluntary program offered only to youth who admit their guilt to the charges. As it currently stands, Lawrence County Teen Court boasts a 96% successful completion rate and a recidivism rate of less than 10%.

Teen Court has developed a well establish foundation over the past twenty-seven years and consistently boasts a high level of cooperation from the county as well as the cities within Lawrence County, and more recently Meade County. We are also looking to expand diversion services to include, not only teen courts, but also diversion case management and JDAI supervision and coordination. Currently, there are teen courts in all three counties. However, teen courts are very limited in their ability to handle cases requiring a higher level of care and as such, youth who have committed more serious misdemeanor or felony offenses are not offered the opportunity for diversion. The goal in creating a northern hills area youth diversion program is to provide the same opportunity to all northern hills youth, regardless of county of residence and to provide a more consistent mechanism for those services.

The effectiveness and appropriateness of probation has become of more concern over the past several years. With issues of racial equity and the overcrowding of detention centers, especially in the wake of the COVID-19 pandemic, more and more agencies are looking for alternatives to incarceration. These alternatives often involve partnerships with nonprofit organizations, such as Teen Court, to provide a system of transparency and accountability that is strengths-based and focuses on “youth and family well-being and the social determinants of health, repairing harm through transformative and restorative justice approaches, and using data and evidence to inform design (Soung, 2022). While Lawrence County has implemented an effective diversion alternative through Teen Court for at-risk youth, the lack of such programming for Meade County has led to an unusually high number of youth to be involved in the formal criminal justice system. For instance, in 2019, 12% more youth were sentenced in court than in Lawrence County as well as nearly twice

as many youth being referred to drug and alcohol treatment. To put this in perspective, Meade County is similar in size, population wise, to Lawrence County.

It is recognized there are many youth who would benefit from a higher level of care than can be provided via teen courts, but there is still a desire and necessity to keep such youth out of the formal judicial system. This can be accomplished through a collaborative effort with the state and counties to provide diversion case management.

According to data from the State of South Dakota, 44 youth in Butte, Lawrence and Meade Counties completed assessments for admission into juvenile detention in 2021. Of those assessed, only 12 indicated the need for secure detention and 8 for alternative housing. However, due to other circumstances, 26 were placed in alternative housing. In 2022, 25 youth from Lawrence and Meade counties were placed in secure detention. 31 youth from Lawrence, Meade, and Butte Counties were placed in alternative housing (ARISE). The gap to be filled through a Northern Hills detention alternative would keep those youth from being displaced and saving approximately \$300.00 per day in housing using a conditional release process. In 2022 alone, the average length of stay for both secure and alternative housing among all three counties varied from 8-29 days, for an overall estimated total of 899 days spent in detention or alternative housing, an estimated cost of \$269,700.00. We are looking to create a conditional release process and explore other detention alternatives for the fourth judicial circuit with Lawrence County as the hub and administration of the programming.

References

Lawrence County Teen Court. (n.d.). Retrieved October 2, 2022, from

<http://lawrencecountyteencourt.com/>

Soung, P. (2022). Is juvenile probation obsolete? Reexamining and reimagining youth probation law, policy, and practice. *The Journal of Criminal Law and Criminology (1973-)*, 112(3), 549–591. <https://www.jstor.org/stable/48668661>

B. COMMUNITY READINESS

Describe your community's readiness to adopt or continue to implement alternatives to detention strategies specifically describing the following:

1. Community readiness and willingness to adopt or continue the strategies;
2. Justice system readiness;
3. School system readiness; and
4. Any barriers that may prevent change in your community.

The JDAI collaborative for Lawrence, Meade, and Butte Counties has included representation from the 4th Judicial Circuit Presiding Judge, 4th judicial circuit court services, All three county's commissions, state's attorney's offices, and sheriff's; representation from the Spearfish Police Department and Belle Fourche Police Department; the Meade County School District and Lead-Deadwood School District; as well as substance abuse counselors, and mental health professionals. Representatives of all of these agencies have signed the attached MOU.

In anticipation of this opportunity, Lawrence County began referring youth to diversion services beginning in January 2023. Thus far, eight youth have been offered and have accepted this opportunity. Beginning in May 2023, Meade County began to offer the same opportunity and have so far referred three youth, of which all three have accepted diversion services. It is understood among all three counties the continuation of this opportunity is contingent upon funding for services and is currently being offered as a pilot program.

Lawrence County, Butte County, and Meade County currently utilize the Juvenile Services Center (JSC) located in Rapid City for secure detention of youth and ARISE for non-secure services. There are no conditional release options available in the area. The Northern Hills collaborative is supportive of efforts to expand alternatives to detention to keep low risk youth in the community and out of a facility. The goal of the requested positions is to develop and expand upon existing diversion

services offered in the area to include case management and all types of offenses. The collaborative supports these efforts. Please see attached letters of support and signed memorandum of understanding.

C. ALIGNMENT WITH SOUTH DAKOTA JDAI IMPLEMENTATION

1. Include a summary of how your project would align with the following JDAI values:
 - a. Serving the right youth in the right place at the right time;
 - b. Serving youth in the least restrictive setting;
 - c. Protecting public safety;
 - d. Reducing racial, ethnic and gender disparities at all decision points in the juvenile justice system;
 - e. Establishing programs to be efficient and effective; and
 - f. Using data to guide decision-making.
2. Provide a summary of your county's use of the RAI including override statistics.

The average daily population (ADP) in Lawrence, Meade, and Butte Counties (2022) for youth in secure detention was 0.27 for Lawrence County and 1.43 for Meade County with an average length of stay (ALOS) of 10 and 29 days, respectively. The ADP for youth in ARISE was 0.09 for Butte County, 0.51 for Lawrence County, and 0.38 for Meade County with an ALOS of 11, 17, and 8 days respectively. In 2021, 44 total RAIs were completed in all three counties combined. Of those 44, 24 for were scored for release, but 22 were overridden into alternative (ARISE). 12 scored for secure detention, with two additional being overridden into secure detention. Of the original 44 RAIs, 93% were ultimately placed into either JSC or ARISE.

Northern Hills Diversion is seeking conditional release options to keep lower risk youth in the community with the goal of providing a continuum of services. The goal of expanding diversion options is to eliminate existing barriers, such as transportation and the ability to pay for services.

Grant funding obtained by Northern Hills Diversion will be utilized to support staff time dedicated specifically to JDAI/diversion coordination. This will include data tracking to determine the success of implemented diversion programs and alternatives to detention. This data will be presented to the local JDAI collaborative on a quarterly basis to help guide decision making. The

Unified Judicial System intends to support the created position with training opportunities such as the JDAI national conference, a JDAI site model visit, and Risk Assessment Instrument (RAI) training for area law enforcement and other interested professionals and stakeholders to ensure the comprehension and utilization of this tool.

D. STRATEGY FOR IMPLEMENTATION AND SUSTAINABILITY

Describe your strategy for implementing and sustaining the chosen plan (including goals, objectives, and a timetable) for the following:

1. Mobilizing the community to assume responsibility for alternatives to detention through involving various sectors;
 2. Obtaining resources to aid in implementing the chosen plan;
 3. Coordinating the implementation of the chosen plan; and
 4. Sustaining the plan following funding under this subgrant.
- I. The Executive Director will begin performing JDAI/Diversion duties immediately upon grant award.
 - a. The Executive Director will attend a JDAI collaborative meeting by October 2023
 - b. The Executive Director will be trained in data collection, reporting, and analysis with the state JDAI coordinator by December 2023.
 - II. The JDAI/Diversion coordinator will be hired by July 1, 2023 and will be trained in the JDAI framework along with other juvenile justice best practices.
 - a. The JDAI/Diversion Coordinator will attend a South Dakota JDAI state visit in Rapid City by September 2023
 - b. The JDAI/Diversion Coordinator will attend a JDAI collaborative meeting by October 2023
 - c. The JDAI/Diversion Coordinator will participate in monthly JDAI/Diversion Coordinators calls throughout the grant period.

- III. The Executive Director and JDAI/Diversion Coordinator will utilize JDAI training to identify conditional release options for Lawrence, Meade, and Butte Counties by December 2023.
 - a. The Executive Director will examine pre- and post- adjudicated juvenile data to determine which conditional release options will work for Lawrence, Meade, and Butte Counties.
 - b. The Executive Director will present data to the JDAI work group by December 2023 to make a collaborative decision on next steps.
 - c. The Executive Director will meet with community stakeholders to determine a facility for an evening reporting center and/or supervision method of youth on electronic monitoring by January 2024.
- IV. The Executive Director will increase the amount of youth being diverted through the State's Attorney's Office and refer existing services in the community by December 2023.
 - a. The Executive Director and State's Attorney's Office will develop policies and procedures for the diversion process and tracking by September 2023.
 - b. The JDAI/Diversion Coordinator will continue meeting with existing programs in the community and become familiar more with services offered.
 - c. The Executive Director and JDAI/Diversion Coordinator will work with the State's Attorney's Office to examine additional diversion services needed in Lawrence, Meade, and Butte Counties based on data by October 2023.
- V. The Executive Director will organize the JDAI collaboration meetings to consistently examine data, detention use, and success of implemented alternatives by January 2024.
 - a. The Executive Director will hold the first JDAI meeting in October 2023. Along with the State JDAI coordinator.

- b. The Executive Director will meet with each stakeholder on the collaborative individually by December 2023, to increase buy in and educate on the 2024 JDAI work plan.
- c. The Executive Director will present data, complete a 2023 JDAI work plan, and guide decision making at the JDAI meetings by September 2023.

E. PROJECT PERFORMANCE MEASURES AND EVALUATION

Performance measure reports will be required consistent with individual program goals, federal reporting requirements, and any information identified by the Council of Juvenile Services and the Department of Corrections.

For the purpose of this grant application, describe the following:

1. Ability to collect data from public institutions and record data in a spreadsheet; and
2. Ability to collect and provide juvenile specific information.

Northern Hills Diversion will work with law enforcement, the State's Attorney's Office, the Pennington County Juvenile Services Center, and the Unified Judicial System to collect arrest, diversion, average length of stay, and average daily population data. Teen Court is already tracking teen court data and will track recidivism on all diversions. Data will be disaggregated by gender, race, and ethnicity. The state JDAI coordinator is currently tracking ALOS and ADP and will provide this to the Executive Director to disseminate to the JDAI collaborative. The Executive Director and JDAI/Diversion Coordinators will have access to up-to-date RAI data through the Unified Judicial System's JRAI data reporting system. Training will be provided to the Executive Director and JDAI/Diversion Coordinator on data collection, analysis, and dissemination by the state JDAI Coordinator and through attending a JDAI site visit and state JDAI conference.

F. DESCRIPTION OF PROGRAM GEOGRAPHIC BOUNDARIES

Briefly describe the program's neighborhood or community boundaries in which your program will operate. You may also include a map of the area served as an attachment.

Northern Hills Diversion will serve youth, families, and community stakeholders in urban and rural areas of Lawrence, Meade, and Butte Counties. This area covers over 6,500 square miles. The total

combined population based on 2022 Census estimates is 68,686 with 26,259 households. The population is 91.5% Caucasian with a poverty rate of 9.3-13%.

G: TARGET POPULATION

Provide an overview of the participants eligible for participation through using the table below.

Target Population Details (Place an "X" in the box to the <i>left</i> of all those that apply)					
Race(s):		Offender Type(s):		Geography:	
X	American Indian/Alaskan Native	X	At-Risk Population (no prior offense)	X	Rural
X	Asian	X	First Time Offenders	X	Suburban
X	Black/African American	X	Repeat Offenders		Tribal
X	Hispanic or Latino (of any race)		Sex Offenders	X	Urban
X	Other Race	X	Status Offenders	Age:	
X	White/Caucasian		Violent Offenders		Under 11
Sex:		Referral Source:		X	12-13
X	Female	X	School	X	14-15
X	Male	X	State's Attorney	X	16 -18
		X	Court System		
		X	Other		

SECTION 5: CONFLICTS OF INTEREST, SPECIAL CONDITIONS AND ASSURANCES

Council of Juvenile Services Conflict of Interest Identification

Please identify which Council of Juvenile Services Members, if any, appear to have a conflict of interest with your application and provide a brief narrative explaining the potential conflict of interest.

A council member derives a direct benefit from the contract if one or more of the following is true of the member, the member's spouse, or a person with whom the member lives with and commingles assets:

- 1) Has a five percent ownership or other interest in an entity that is a party to the contract;
- 2) Derives income, compensation or commission directly from the contract or from the entity that is a party to the contract;
- 3) Acquires property under the contract; or
- 4) Serves on the board of directors of an entity (including a nonprofit) that derives income or commission directly from the contract or acquires property under the contract.

"Direct benefit" does not include gain from a contract based solely on the value of a council member's investment in an entity that is a party to the contract, if that investment represents less than a five percent ownership in the entity. It also does not apply to contracts or transactions where the council member only benefits from an act of the Council of Juvenile Services that has general application, such as a decision by the Council of Juvenile Services to increase or decrease a fee that many South Dakotans pay.

List Current Members

Beth O'Toole, Chair and Professor at the University of Sioux Falls;

Sara McGregor-Okroi, Vice-Chair and Director of Aliive-Roberts County.

Dadra Avery, School Counselor at Sturgis Brown High School;

Pat Bad Hand, Rosebud Sioux Tribe Detention Center;

Mason Best, Youth Member;

Judge Tami Bern, First Judicial Circuit Judge;
Keegan Binegar, Youth Member;
Kristi Bunkers, Department of Corrections Director of Juvenile Services;
Kim Courmoyer, Service Provider at Great Plains Psychological Associates;
Charles Frieberg, Director of Trial Court Services;
Tiffany Glaser, Department of Social Services JJRI Program Manager;
Daniel Haggar, Minnehaha County States Attorney;
Cindy Heiberger, Former Minnehaha County Commissioner;
Doug Herrmann, Executive Director of The Club for Boys;
Sheriff Brad Howell, Codington County Sheriff;
Angela Lisburg, Avera Saint Mary's Hospital;
Dave McNeil, Aberdeen Police Department Chief;
Betty Oldenkamp, Chair and CEO of Lutheran Social Services;
Tierney Scoblic, Youth Member; and
Cassidy Wright, Youth Member.

Special Conditions and Assurances

The following information contains the general conditions and assurances as necessary for recipients of funding awarded under this application. Please note that final assurances and conditions may be different than those stated below based on the composition of the individual program. Signatures under this section indicate that the applying agency understands that a successful subgrant award under this application you will be subject conditions and awards comparable to those as follows and that failure to adhere to outlined conditions and assurances may result in suspension or termination of the award.

General Award Conditions:

1. The Subgrantee agrees to comply with all Formula Grant program requirements.
2. The Subgrantee agrees to follow the JDAI model and strategies.
3. The Subgrantee agrees to obligate and expend the grant amount within the subgrant award period.
4. The Subgrantee agrees to provide all program reports that are requested by the SD Department of Corrections or the Office of Juvenile Justice and Delinquency Prevention by their due date as requested.
5. The Subgrantee agrees to provide all Performance Measure Data and Program Specific data to the SD Department of Corrections.
6. The Subgrantee agrees to request reimbursement on a monthly basis and for only those expenditures outlined in the application approved by the SD Department of Corrections. Claims sheet and all supporting documentation must be submitted within 30 days of the end of the month that the services were paid.

Assurances: The Subgrantee hereby assures and certifies compliance with all applicable Federal statutes, regulations, policies, guidelines, and requirements, including OMB Circulars A-21, A-87, A-102, A-110, A-122, A-133; Ex. Order 12372 (intergovernmental review of federal programs); and 28 C.F. R. pts. 66 or 70 (administrative requirements for grants and cooperative agreements). The Subgrantee also specifically assures and certifies that:

1. It has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.

2. It will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain. The subrecipient's conflict of interest policy is to be provided to the SDDOC upon request for review.
3. It will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.
4. It will comply with all federal, state, and local laws, regulations, ordinances, guidelines, permits, and requirements applicable to providing services pursuant to this Agreement and will be solely responsible for obtaining current information on such requirements. It will comply with all lawful requirements imposed by the awarding agency, specifically including applicable regulations 28 C.F.R. pts. 18, 22, 23, 30, 35, 38, 42, 46, 61, and 63, and the award term in 2 C.F.R. § 175.15(b).
5. It will assist the awarding agency (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).
6. It will comply (and will require any subgrantees or contractors to comply) with any applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); The Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); The Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disability Act of 1990 (42 U.S.C. § 12131-34); the Education Amendments of 1972 (20 U.S.C. §§1681, 1683, 1685-86); and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); see Ex. Order 13279 (equal protection of the laws for faith-based and community organizations).

If a governmental entity -

- a) it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
- b) it will comply with requirements of 5 U.S.C. §§ 1501-08 and §§7324-28, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.
7. It will provide language services for limited English proficiency (LEP) individuals as needed in order to provide services as covered under this award in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d.
8. Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Acceptance of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying," 2 CFR Part 2867, "DOJ Implementation of OMB Guidance of Nonprocurement Debarment and Suspension," and 28 CFR Part 83, "Government-wide Debarment and Suspension," and Government-wide Requirements for Drug-Free Workplace (Grants)."
9. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," subrecipients are encouraged to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
10. Any website that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages, and on any pages from which the visitor may access or use a web-based services "This web site is funded through a grant from the Office of Juvenile Justice and Delinquency Prevention, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, the web site."

Equal Employment Opportunity Plan (EEOP): Pursuant to 28 C.F.R. §§ 42.301-.301, applicant must take one of the following actions: either submit an EEOP to the SDDOC for submission to the Office for Civil Rights (OCR) for review, maintain an EEOP on file, or submit an EEOP Certification form to the SDDOC for submission to the OCR in order to monitor the subrecipients compliance with the EEOP requirement.

Non-supplanting Requirements: Funds or other resources of the applicant normally devoted to programs and activities designed to meet the needs of criminal justice will not be diminished in any way as a result of a grant award of federal funds. The project for which assistance is being requested will be in addition to, and not a substitute for, criminal justice services previously provided without federal assistance.

Audit Requirement: Acceptance of this grant award requires the subgrantee organization or governmental entity to include this subgrant in the scope of their regularly scheduled annual or biennial audit. The audit must be conducted in accordance with the appropriate OMB Circular (A-128, A-133, A-102/Common Rule). If applicable, the subrecipient is in compliance with the federal Single Audit Act, in compliance with § 4-11-2.1, and audits are displayed on the subrecipient's website

Termination Provision: This Agreement may be terminated by the SDDOC hereto upon thirty-(30) days written notice. In the event the applicant/subgrantee breaches any of the terms or conditions hereof, the SDDOC may terminate this Agreement at any time with or without notice. If termination for such default impacts the SDDOC, any payments due to the applicant/subgrantee at the time of termination may be adjusted to cover any additional costs to the SDDOC because of the applicant/subgrantee's default. Upon termination, the SDDOC may assume the responsibility for the project or may award another party funds to complete the work under this Agreement. If after termination for default by the applicant/subgrantee it is determined that the applicant/subgrantee was not at fault, then the applicant/subgrantee shall be paid for eligible services rendered and expenses incurred up to the date of termination.

Insurance Provision: The Subgrantee, at all times during the term of this Agreement, shall obtain and maintain in force insurance coverage of the types and with the limits as follows:

- o Commercial General Liability Insurance: The Subgrantee shall maintain occurrence based commercial general liability insurance or equivalent form with a limit of not less than **\$1 million** for each occurrence. If such insurance contains a general aggregate limit it shall apply separately to this Agreement or be no less than two times the occurrence limit.
- o Professional Liability Insurance or Miscellaneous Professional Liability Insurance: The Subgrantee agrees to procure and maintain professional liability insurance or miscellaneous professional liability insurance with a limit not less than **\$1 million**.
- o Business Automobile Liability Insurance: The Subgrantee shall maintain business automobile liability insurance or equivalent form with a limit not less than **\$1 million** for each accident. Such insurance shall include coverage for owned, hired, and non-owned vehicles.
- o Worker's Compensation Insurance: The Subgrantee shall procure and maintain workers' compensation and employers' liability insurance as required by South Dakota law.

Before beginning work under this Agreement, the Subgrantee shall furnish the State with properly executed Certificates of Insurance which shall clearly evidence all insurance required in this Agreement and which provide that such insurance may not be canceled, except on 30 days prior written notice to the State. The Subgrantee shall furnish copies of insurance policies if requested by the State. Such insurance shall contain no special limitations or exclusions as they may relate to this agreement.

Default Provision: This Agreement depends upon the continued availability of federal funds awarded to the SDDOC and appropriated funds and expenditure authority from the Legislature for this purpose. If for any reason the Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of law or federal funds rejections, this Agreement will be terminated by the State. Termination for any of these reasons is not default by the State nor does it give rise to a claim against the State. Failing to provide monthly reimbursement and quarterly progress reports may result in termination of the subgrant award.

Amendment Provision: This Agreement may not be assigned without the express prior written consent of the State. This Agreement may not be amended except in writing, which writing shall be expressly identified as a part hereof and be signed by an authorized representative of each of the parties hereto.

Venue Clause: This Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota. Any lawsuit pertaining to or affecting this Agreement shall be venued in Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.

Subcontractors Provision: The Subgrantee may only use subcontractors to perform the services as outlined in their approved grant proposal. Any additional subcontracts or awards may only be granted with the express prior written consent of the State. The Subgrantee will include provisions in its subcontracts requiring its subcontractors to comply with the applicable provisions of this Agreement, to indemnify the State and to provide insurance coverage for the benefit of the State in a manner consistent with this Agreement. The Subgrantee will cause its subcontractors, agents, and employees to comply, with applicable federal, state and local laws, regulations, ordinances, guidelines, permits and requirements and will adopt such review and inspection procedures as are necessary to assure such compliance.

Subgrantee Agreement: It is understood and agreed by the Subgrantee that any grant received as a result of this application shall be subject to the Special Assurances and Conditions and other policies, regulations, and rules issued by the Department of Justice for the administration of grant projects under (P.L. 100-690) including, but not limited to, the following:

1. Competitive bids must be obtained for all equipment, construction and contracted services applications, as required by applicable local, state, or federal law or regulations.
2. If any agency other than the applicant is to contribute supporting or local funds, the Applicant must document the contribution.
3. Any funds awarded under one subgrant cannot be used in another.
4. Expenses or expenditures for items not listed in the original budget will not be reimbursed. Variances from the approved budget will require a budget amendment approved in advance by SD Department of Corrections.
5. All applicants are subject to federal, state, and local laws and regulations.
6. The Subgrantee shall not obligate any funds until the SD Department of Corrections formally awards subgrant.
7. The Subgrantee agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide.
8. Reimbursement of expenses is contingent upon submission of monthly financial reports.
9. The Subgrantee understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of SD Department of Corrections and OJP.
10. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with federal money, all grantees receiving federal funds shall clearly state: 1) the percentage of the total cost of the program or project which will be financed with federal money, and 2) the dollar amount of federal funds for the project or program.
11. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, disability, or age against a recipient of funds, the recipient will forward a copy of the finding to the Office of Civil Rights, Office of Justice Programs and to the SD Department of Corrections.
12. The Subgrantee agrees to hold harmless and indemnify the State of South Dakota, its officers, agents and employees, from and against any and all actions, suits, damages, liability or other proceedings which may arise as a result of performing services hereunder. This section does not require the Subgrantee to be responsible for or defend against claims of damages arising solely from acts or omissions of the State, its officers or employees. Nothing in this Agreement shall be construed as a waiver of sovereign immunity or

consent to jurisdiction in any court other than the courts of the Unified Judicial System of the State of South Dakota.

State of South Dakota Grant Subrecipient Attestation:

If awarded, the subgrantee will attest to meeting the following requirements per SDCL 1-56-10:


1. A conflict of interest policy is enforced within the subrecipient's organization;
2. The Internal Revenue Service Form 990 has been filed, if applicable, in compliance with federal law, and is displayed immediately after filing on the subrecipient's website;
3. An effective internal control system is employed by the subrecipient's organization; and
4. If applicable, the subrecipient is in compliance with the federal Single Audit Act, in compliance with § 4-11-2.1, and audits are displayed on the subrecipient's website.

SECTION 6. SIGNATURES


The officials who certify this document agree to adhere to all terms and conditions relating to this application. Duplication of responsibilities by one individual for any position listed below is NOT acceptable.

Original Signatures are Required

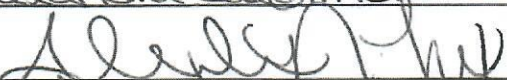
County Commission Chair

Name <u>BOB EWING</u>	Title <u>CHAIRMAN</u>
Address <u>90 SHERMAN ST, DEADWOOD</u>	City/State/Zip <u>SD 57732</u>
E-mail <u>ewingb@lawrence.sd.gov</u>	Phone <u>605.578.1041</u> Fax
Signature 	Date <u>5-30-2023</u>

B. Project Director

Name <u>VERLA LITTLE</u>	Title <u>PROGRAM COORDINATOR</u>
Address <u>68 SHERMAN ST, STE 211</u>	City/State/Zip <u>DEADWOOD, SD 57732</u>
E-mail <u>VERLA.LITTLE@LMCTEENCOURT.COM</u>	Phone <u>605-722-8889</u> Fax <u>N/A</u>
Signature 	Date <u>06-01-2023</u>

C. Financial Officer

Name <u>Alexandra N. Lux</u>	Title <u>Executive Director</u>
Address <u>68 Sherman St Ste 213</u>	City/State/Zip <u>Deadwood, SD 57732</u>
E-mail <u>Alexandra.Lux@lmc-teencourt.com</u>	Phone <u>605-722-8889</u> Fax <u>N/A</u>
Signature 	Date <u>6-1-2023</u>

D. Other Official

Name	Title
Address	City/State/Zip
E-mail	Phone Fax
Signature	Date

SECTION 7. ATTACHMENTS

Description of Attachments – Identify and describe the significance of all additional materials you include as attachments. Please limit additional materials to items such as program effectiveness documentation; pertinent letters of support or commitment; research documentation; resource documentation; and any other materials. Attach all additional documents following this page.

Attachment 1
Northern Hills Juvenile Detention Alternative Initiative (JDAI) Committee Memorandum of Understanding (MOU)
Attachment 2
Letter of Support- Patrick Rotert, City of Spearfish Director of Public Safety
Attachment 3
Letter of Support- Derrick Nedved, 4 th Judicial Circuit Chief Court Services Officer
Attachment 4
Attachment 5
Attachment 6

ENCLOSE RELEVANT ATTACHMENTS AFTER THIS PAGE

**NORTHERN HILLS JUVENILE DETENTION ALTERNATIVES INITIATIVE
(JDAI) COMMITTEE
MEMORANDUM OF UNDERSTANDING (MOU)**

I. PARTIES

This document constitutes an agreement between the South Dakota Fourth Judicial Circuit, Meade, Lawrence, and Butte State's Attorney's Offices, Meade, Lawrence, and Butte County Commissions, Northern Hills School Administration, Northern Hills Area Sheriff's Departments, Northern Hills Police Departments, Behavior Management Services, Action for the Betterment of the Community, Compass Point, and Lawrence County Teen Court.

II. PURPOSE

This agreement establishes the Northern Hills JDAI Committee and is entered into by the above-named agencies to establish a cooperative relationship by applying the eight core strategies (enumerated in paragraph V) of the JDAI in order to:

- Eliminate the inappropriate or unnecessary use of secure detention of juvenile offenders;
- Minimize re-arrest of juvenile offenders and failure to appear rates pending adjudication;
- Ensure appropriate conditions of confinement in secure facilities for juvenile offenders;
- When necessary, redirect public resources and policies to sustain successful reforms.

III. AUTHORITY

The Northern Hills JDAI Committee shall have the authority to facilitate the coordination of inter-agency solutions to achieve the purpose described above. The JDAI Committee may make appropriate resource or policy recommendations to the governing bodies of the agencies represented on the JDAI Committee.

IV. PERIOD OF AGREEMENT AND MODIFICATION/TERMINATION

This MOU will become effective when signed by all parties. The period of the agreement is three years from the original date of signature.

Amendments to this MOU must be submitted in writing at least 30 days in advance and approved by all agencies represented herein. In the event additional parties are added to the Northern Hills JDAI Steering Committee, the new party may be added upon approval by all agencies represented herein.

Positions and signature change- an MOU will need to be updated. The MOU is precipitated on funding from Council for Juvenile Services.

Intent to terminate participation in this MOU must be submitted in writing at least 90 days in advance of termination to all participating agencies.

V. THE JUVENILE DETENTION ALTERNATIVES INITIATIVE MODEL

The parties agree that the Northern Hills JDAI Steering Committee will follow the JDAI model as developed by the Annie E. Casey Foundation. The model's core strategies are as follows:

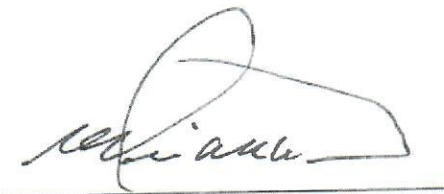
- Collaboration among juvenile justice agencies, community organizations, and other government agencies;
- The use of data in making policy and case-level decisions;
- Objective instruments to guide detention decisions;
- Operation of a continuum of non-secure detention alternatives;
- Case processing efficiencies to reduce time between arrest and case disposition;
- Improvement of conditions of confinement;
- Safe reductions of special populations (i.e. violations of probation, warrants, and cases awaiting placement); and,
- Racial/ethnic fairness in policy and case-level decision-making.

VI. RESPONSIBILITIES OF THE PARTIES

All parties agree to work cooperatively to address the purpose of JDAI as identified above. Members of the Northern Hills JDAI Steering Committee agree to attend meetings on a regular basis, make their decisions based on the purposes and processes of the JDAI model, and carry out what is in the best interest of youth that is consistent with public safety. The parties agree to provide access to data that will support the JDAI process, consistent with state and federal confidentiality restrictions.

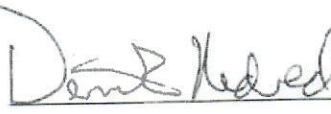
VII. COMMITTEE LEADERSHIP AND MEETINGS

Meetings will occur at least quarterly and will be led by at least one or both of the JDAI Co-chairpersons (need to be identified) Co-chairpersons have the authority to conduct the meetings to facilitate discussion and decision-making. The committee will appoint a secretary to keep minutes, which will be agreed upon by the committee. In matters that require a vote, each agency represented on the JDAI Committee shall have one vote. Co-chairpersons have the authority to establish any subcommittees necessary to support the accomplishment of local JDAI implementation.



The Honorable Michael W. Day
Presiding Judge, 4th Judicial Circuit

04/13/23
Date



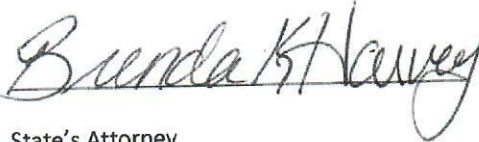
Chief Court Services Officer
4th Judicial Circuit Court Services

2-13-23
Date



State's Attorney
Meade County

2.15.23
Date



State's Attorney
Lawrence County

2/8/23
Date



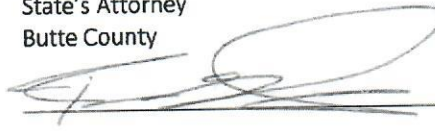
State's Attorney
Butte County

7 Feb 2023
Date



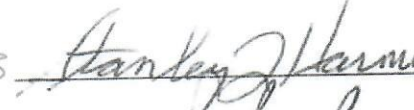
Meade County Commission

Date



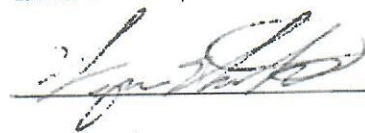
Lawrence County Commission

3-28-23
Date



Butte County Commission

2/7/23
Date



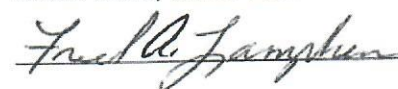
Superintendent
Meade County School District

3/27/23
Date



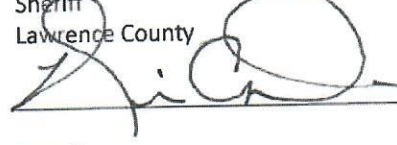
Sheriff
Lawrence County

2-16-23
Date



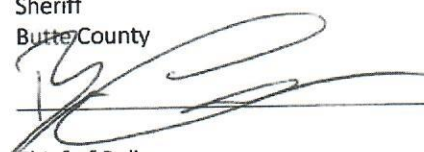
Sheriff
Butte County

2/7/23
Date



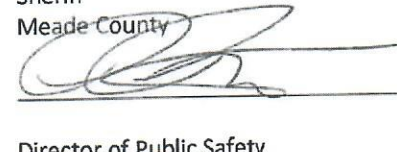
Sheriff
Meade County

02/16/23
Date



Chief of Police
Belle Fourche

4-11-23
Date



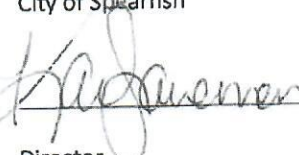
Director of Public Safety
City of Spearfish

3-25-23
Date



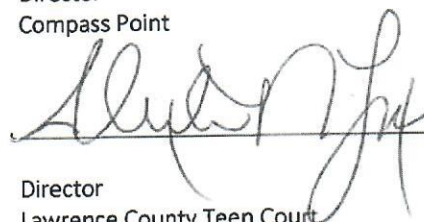
Director
Compass Point

Date



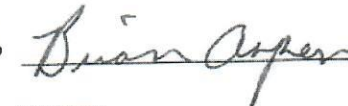
Director
Action for the Betterment of the Community

2/16/23
Date



Director
Lawrence County Teen Court

2/15/23
Date



Director
Butte County Teen Court

5/24/23
Date



Superintendent
Lead-Deadwood School District

2-15-23
Date



Site Director
Northern Hills Behavior Management Systems

5/22/23
Date

May 30, 2023

To whom it may concern,

I am the Public Safety Director for the City of Spearfish (Spearfish Police Department), located in the City of Spearfish, Lawrence County. Our location makes us an end stake holder for the JDAI/Diversion Grant supported Lawrence County Teen Court program. The City of Spearfish supports the Lawrence County Teen Court Program, in both concept and financially.

I strongly support and encourage positive considerations for any grant opportunities that might assist in continuing or expanding the Teen Court Program. The program has given many youths in the communities it serves an opportunity for a second chance with the justice system. The administrators of the program have tailored this second chance into one that provides excellent educational opportunities on the legal system, the consequences of the participant's behavior on their future, and the impact that the choices of other persons has had on their own lives or the lives of victims.

Thank you for your consideration in this matter. I truly believe that the Lawrence County Teen Court Program is one that should be deemed a success and a model for other programs.

Sincerely,

A handwritten signature in black ink, appearing to read "Patrick J. Rotert", with a stylized flourish at the end.

Patrick J. Rotert
Public Safety Director

05-30-2023

To: Whom It May Concern.

RE: Letter of Support JDAI/Diversion Grant

This will serve as a letter of support for the Northern Hills Diversion Program. I am in support of the efforts to reduce youth involvement in the Justice System. The Northern Hills Juvenile Detention Alternative Team has a great plan in place to assist local juveniles who may be facing law violations. Any assistance to help this program would be greatly appreciated.

A handwritten signature in dark ink, appearing to read "Derrick Nedved", with a large, sweeping initial "D" and a stylized "N".

Derrick Nedved
Chief Court Services Officer